

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF 62

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
20000032546. SOLICITATION ISSUE
DATE
04/01/20157. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Greta Samuel, Contract Specialist

b. TELEPHONE NUMBER (*No collect
calls*)
202-720-65928. OFFER DUE DATE/
LOCAL TIME
04/20/2015, 01:00 pm Central
Time

9. ISSUED BY

CODE

United States Department of Agriculture (USDA)
Agricultural Marketing Service (AMS)
Commodity Procurement Staff
1400 Independence Ave SW, STOP 0239
Washington, DC 20250-0239

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: :
☐ SMALL BUSINESS ☐ WOMAN-OWNED SMALL BUSINESS (WOSB)
☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN
OWNED SMALL BUSINESS (EDWOSB)
☐ SERVICE-DISABLED VETERAN - ☐ 8(A)
OWNED SMALL BUSINESS
NAICS: 311615 BUSINESS SIZE STANDARD: 500 Employees11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO

CODE

See paragraph B(8)(c)

16. ADMINISTERED BY

CODE

See Block 9

17a. CONTRACTOR/
OFFEROR

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

See Block 9

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS
IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED

SEE PARAGRAPH C(17)(g)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Shelf-Stable Chicken Contract Type: Indefinite Delivery/Indefinite Quantity, Firm-Fixed-Price (IDIQ, FFP) Period of Performance: July 1, 2015 through June 30, 2016 See Schedule on the following pages.				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT
ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT
ATTACHED☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND
DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY
ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED☐ 29. AWARD OF CONTRACT: REF. _____ OFFER
DATED _____. YOUR OFFER ON SOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*Type or print*)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (*Type or print*)

James D. Sprandel, Contracting Officer

31c. DATE SIGNED

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Proposal Submission Checklist

☐ SF 1449:

_____ Fill in Block 17a (Contractor Information; Code and Facility Code not required)

_____ Sign in Block 30a, print name in Block 30b, and date in Block 30c

_____ Upload in PDF format into WBSCM

☐ Provide acknowledgement of any/all amendments (SF-30)

_____ Fill in Block 8 (Contractor Information)

_____ Print name in Block 15a, sign in Block 15b, and date in Block 15c

_____ Upload in PDF format into WBSCM

☐ Submit proposal parts specified in section E.1 of solicitation

_____ Proposal Part 1 – Technical Information, uploaded in PDF format into WBSCM

_____ Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM

_____ Proposal Part 3 – Past Performance Information, uploaded in PDF format into WBSCM

_____ Proposal Part 4 – Prices

_____ Offer Prices - CLIN Schedule uploaded in PDF format into WBSCM

_____ Constraint Document uploaded in PDF format into WBSCM

Please verify that you have included the above specified requirements for a complete proposal submission. Failure to include the above specified requirements may deem the offeror non-responsive. If you have any question regarding the specified requirements please refer to the solicitation or contact the contract specialist identified in block 7a and 7b of the SF1449 (first page) of this solicitation.

B) SCHEDULE

1) Contract Line Item Numbers (CLINS)

PRODUCT 1: [Insert Product Description Here] Cans or Pouches Accepted			
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2016*			
	# Cans/Pouches Per Case	# Cases Per Truck	Price Per Can/Pouch
<u>CLIN 0001 Mid-Atlantic Region</u>			
NTE MAX: 1,044,000 pounds**			
CLIN 0001A Delaware			
CLIN 0001B District of Columbia			
CLIN 0001C Maryland			
CLIN 0001D New Jersey			
CLIN 0001E Pennsylvania			
CLIN 0001F Virginia			
CLIN 0001G West Virginia			
<u>CLIN 0002 Midwest Region</u>			
NTE MAX: 432,000 pounds**			
CLIN 0002A Illinois			
CLIN 0002B Indiana			
CLIN 0002C Michigan			
CLIN 0002D Minnesota			
CLIN 0002E Ohio			
CLIN 0002F Wisconsin			
<u>CLIN 0003 Mountain Plains Region</u>			
NTE MAX: 180,000 pounds**			
CLIN 0003A Colorado			
CLIN 0003B Iowa			
CLIN 0003C Kansas			
CLIN 0003D Missouri			
CLIN 0003E Montana			
CLIN 0003F Nebraska			
CLIN 0003G North Dakota			
CLIN 0003H South Dakota			
CLIN 0003I Utah			
CLIN 0003J Wyoming			
<u>CLIN 0004 Northeast Region</u>			
NTE MAX: 1,224,000 pounds**			
CLIN 0004A Connecticut			
CLIN 0004B Maine			
CLIN 0004C Massachusetts			
CLIN 0004D New Hampshire			
CLIN 0004E New York			
CLIN 0004F Rhode Island			
CLIN 0004G Vermont			

PRODUCT 1: [Insert Product Description Here] Cans or Pouches Accepted			
PERIOD OF PERFORMANCE: July 1, 2014 through June 30, 2015*			
	# Cans/Pouches Per Case	# Cases Per Truck	Price Per Can/Pouch
<u>CLIN 0005 Southeast Region</u>			
NTE MAX: 2,124,000 pounds**			
CLIN 0005A Alabama			
CLIN 0005B Florida			
CLIN 0005C Georgia			
CLIN 0005D Kentucky			
CLIN 0005E Mississippi			
CLIN 0005F North Carolina			
CLIN 0005G South Carolina			
CLIN 0005H Tennessee			
<u>CLIN 0006 Southwest Region</u>			
NTE MAX: 540,000 pounds**			
CLIN 0006A Arkansas			
CLIN 0006B Louisiana			
CLIN 0006C New Mexico			
CLIN 0006D Oklahoma			
CLIN 0006E Texas			
<u>CLIN 0007 Western Region</u>			
NTE MAX: 900,000 pounds**			
CLIN 0007A Arizona			
CLIN 0007B California			
CLIN 0007C Idaho			
CLIN 0007D Nevada			
CLIN 0007E Oregon			
CLIN 0007F Washington			

PRODUCT 2: [Insert Product Description Here] Only Cans will be accepted			
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2016*			
	# Cans Per Case	# Cases Per Truck	Price Per Can
<u>CLIN 0008 FDPIR Warehouses</u>			
NTE MAX: 1,332,000**			
CLIN 0008A Nampa, ID			
CLIN 0008B Kansas City, MO			
CLIN 0008C Puerto Rico			

*Deliveries to start around September 1, 2015.

**The Not-To-Exceed (NTE) max was established by increasing the historical demand (see Exhibit 2) by approximately 30% to allow for reasonable, but unanticipated, increase in demand. Except the Mountain Plains region which was increased 500%. The 500% increase was necessary as only 1 load was ordered last year and the increase allows for growth.

- 2) Pricing shall be the same for all delivery points within each state and shall be inclusive of all delivery charges, including multiple stops. Trucks may have from one to three

delivery stops. If multiple stops are required and some of the stops are in different states, the portion of the load being delivered within each state shall be at the contract price applicable to that state in the Schedule. If multiple stops are required with delivery stops in different states and all of the subject states are not covered under one contract, AMS will obtain a quote from each contractor awarded a contract to one of the subject states and award the delivery to the contractor with the lowest aggregate cost.

Florida, Washington, and California are inclusive of FAS to port.

- 3) Offerors must propose prices for all states within each region that they are interested in supplying. Awards will be made per region as identified. The tables on page 5 and 6 are provided to offerors for entry of proposed pricing.
- 4) Offerors will only be awarded quantities at or below any indicated constraint levels in their proposal.
- 5) The Government anticipates awarding from one to eight contracts based on the regional areas identified in the schedule using the best value tradeoff process among the evaluation factors. Offerors shall propose pricing information for each region they wish to be considered for award. Offerors can be awarded contracts for more than one region.
- 6) ALL OFFERORS MUST BE QUALIFIED PRIOR TO THE OFFOR DUE DATE IDENTIFIED IN THIS SOLICITATION AND REMAIN QUALIFIED PRIOR TO THE ISSUANCE OF DELIVERY ORDERS. Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.
- 7) All contracts will be IDIQ contracts and orders will be placed through the issuance of individual delivery orders in accordance with the terms and conditions listed in this document.
- 8) Delivery shall be:
 - a) FOB Destination;
 - b) Inclusive of all transportation costs, including multiple stops;
 - c) In accordance with a delivery order issued as a Purchase Order (PO). Delivery Orders will be issued 4-6 weeks prior to the beginning of the delivery period. The PO will specify the month in which delivery must be made. The month is broken down into 2 half-month periods, the first and fifteenth of the month or the sixteenth to the end of the month. Also, the Contractor shall provide an advance ship notice in compliance with the included "Shipment and Delivery" section.
- 9) Place of Acceptance: Final acceptance of the product shall be at the destination specified under the contract/purchase order.
- 10) The Guaranteed Minimum (G. Min.) under the contract will be equivalent to one truckload (as proposed by the offeror) of product. The Not-to-Exceed Maximum (NTE Max) under the contract will be equivalent to the sum total of all NTE Amounts awarded from the Schedule or the Contractor's proposed constraints, whichever is lower.
- 11) Questions regarding this solicitation/contract will only be addressed in writing via email to: greta.samuel@ams.usda.gov

C) **CONTRACT CLAUSES**

1) **52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**

2) **FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/>

3) **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (DEC 2014)**

- Paragraph (a) of FAR 52.212-4 is superseded by FAR 52.246-2 Inspection of Supplies – Fixed Price (AUG 1996)
- An AMS Grader must be present to observe production.
- Paragraph (g) of FAR 52.212-4 is superseded by the “Invoices and Payment Process” identified in the “Invoices and Payment” section of this document.

4) **FAR 52.215-2 Audit and Records – Negotiation (OCT 2010)**

5) **FAR 52.209-1 Qualification Requirements (FEB 1995) (See EXHIBIT 7 – Qualification Requirements for Prospective Contractors Selling Commodities to USDA)**

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification. Please contact:

(Name)	Greta Samuel
(Email)	Greta.Samuel@ams.usda.gov

- (c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name N/A _____

Source's Name _____

Item Name _____

Service Identification N/A _____

Test Number N/A _____ (to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

6) FAR 52.211-11 Liquidated Damages – Supplies, Services, or Research and Development (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$.0025 per pound** per calendar day of delay, not to exceed 45 days of delay.
- (b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(g) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

7) FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders/purchase orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the stated period of performance.

(b) All delivery orders/purchase orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order/purchase order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

8) FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 Truckload (number of cases to be determined according to offeror's constraints) per Region per half-month delivery period**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

(1) Any order for a single item in excess of **the amount indicated on the contractor's 2-week delivery period constraints schedule**;

(2) Any order for a combination of items in excess of **the amount indicated on the contractor's 2-week delivery period constraints schedule**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

9) FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **90 days following the end of the effective period of this contract.**

10) FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2015. The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

11) FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

12) FAR 52.233-2 Service of Protest (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA/AMS Commodity Procurement Division, Room 3932, STOP 0256; 1400 Independence Ave, SW, Washington, DC 20250-0256.

The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

13) FAR 52.252-3 Alterations in Solicitations (APR 1984)

Portions of this solicitation are altered as follows:

a. 52.246-16 Responsibility for Supplies. (APR 1984)

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the consignee receipt, commercial bill of lading, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the Contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the consignee receipt or commercial bill of lading or after final certification of the shipping unit by AMS agent. The Contractor is responsible for any shortage or damages as evidenced by the consignee receipt, goods receipt entered in Web Based Supply Chain Management (WBSCM), or other commercial receipt evidencing delivery of product.

Unless the contract specifically provides otherwise, risk of loss or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the commodity to a carrier, if contract delivery terms are f.o.b. origin; or

(2) Acceptance by the Government at the destination specified in the contract, if contract delivery terms are f.o.b. destination.

(3) If delivery is f.a.s. vessel, title and risk of loss and damage shall pass to USDA when the commodity is placed:

Alongside vessel within reach of its loading tackle,
or

On the dock designated by USDA if the vessel is not available, unless the Contractor failed to ship pursuant to the shipping instructions and USDA determines that such failure caused the commodity to arrive too late to be loaded aboard the vessel.

14) FAR 52.247-36 F.a.s. Vessel—Port of Shipment (APR 1984)

- (a) The term “f.a.s. vessel, port of shipment,” as used in this clause, means free of expense to the Government delivered alongside the ocean vessel and within reach of its loading tackle at the specified port of shipment.
- (b) The Contractor shall –
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2) (i) Deliver the shipment in good order and condition alongside the ocean vessel and within reach of its loading tackle, at the point of delivery and on the date or within the period specified in the contract; and
(ii) Pay and bear all applicable charges, including transportation costs, wharfage, handling, and heavy lift charges, if necessary, up to this point;
 - (3) Provide a clean dock or ship’s receipt;
 - (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point specified in the contract; and
 - (5) At the Government’s request and expense, assist obtaining the documents required for (i) Exportation; or (ii) Importation at destination.

15) FAR 52.247-48 F.o.b. Destination—Evidence of Shipment (FEB 1999)

If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor—

Shall not submit an invoice for payment until the supplies covered by the invoice have been delivered to the destination; and

Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor’s invoice, indicating the carrier’s intent to ship the supplies to the destination specified in the contract;

If transportation is accomplished by parcel post, a copy of the certificate of mailing;
or

If transportation is accomplished by other than common carrier or parcel post, a copy
of the delivery document showing receipt at the destination specified in the contract.

The Contractor is required to submit evidence of shipment and receipt documentation,
along with a signed bill of lading with its invoice.

**16) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes
or Executive Orders – Commercial Items (MAR 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations
(FAR) clauses, which are incorporated in this contract by reference, to implement
provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec
2014)

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-
77, 108-78)(19 U.S.C. 3805 note).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the
Contracting Officer has indicated as being incorporated in this contract by reference
to implement provisions of law or Executive orders applicable to acquisitions of
commercial items:

[52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with
Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

[52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C.
3509).

[52.209-6](#), Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) ([31 U.S.C.
6101](#) note).

52.209-9, Updates of Publicly Available Information Regarding Responsibility
Matters (Jul 2013)(41 U.S.C. 2313).

[52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so
indicate in its offer) ([15 U.S.C. 657a](#)).

[52.219-8](#), Utilization of Small Business Concerns (OCT 2014) ([15 U.S.C. 637\(d\)\(2\)](#)
and (3)).

[52.219-9](#), Small Business Subcontracting Plan (OCT 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).

[52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C.
637\(d\)\(4\)\(F\)\(i\)](#)).

[52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C.
632\(a\)\(2\)](#)).

[52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

[52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014)
(E.O. 13126).

[52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

[52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

[52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
[52.222-36](#), Affirmative Action for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
[52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
[52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
[52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
[52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: None indicated.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, or the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clauses at:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) [52.219-8](#), Utilization of Small Business Concerns (OCT 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities.

If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. Chapter 67](#)).

(ix) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. Chapter 78 and E.O. 13627](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. Chapter 67](#)).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. Chapter 67](#)).

(xii) [52.222-54](#), Employment Eligibility Verification (Aug 2013).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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17) Agricultural Acquisition Regulations (AGAR) Clauses Incorporated by Reference and Full Text

AGAR 452.246-70 Inspection and Acceptance (FEB 1988)

AGAR 452.246-70 Inspection and Acceptance – Alternate I (FEB 1988)

AGAR 452.247-70 Delivery Location (FEB 1988)

AGAR 452.247-71 Marking Deliverables (FEB 1988)

AGAR 452.247-72 Packing for Domestic Shipment (FEB 1988)

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, USDA, AMS, may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

18) USDA/AMS Specific Requirements

a. Domestic Products

All products used in fulfilling contracts or delivery orders awarded must be of 100 percent domestic origin, meaning that they are produced and processed from products, which were produced, raised, and processed only in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as “the United States”). If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities under this contract. This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.215-2.

The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under Contract. The burden of proof of compliance is on the Contractor.

Domestic origin verification requirements must be included in the Contractor’s technical proposal, if applicable. Otherwise, prior to any work performed under the applicable contract or purchase order that was awarded, the attached form (**EXHIBIT 3 – Domestic Origin Certification**) must be completed, and must be presented to an AMS representative, the Contracting Officer, or agent thereof upon request.

b. Food Defense Requirements

Potential Contractor(s) and subcontractor(s) must have a food defense plan that provides for the security of a plant’s production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished product. The plan shall address the following areas, as applicable: (1) food

security plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) shipping and receiving; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

The documented and operational food defense plan must be audited by USDA, AMS prior to the offer due date of the solicitation. Any nonconformance(s) listed in the audit report for poultry and livestock products must be addressed in writing within 14 days to the Contracting Officer. However, for fruit and vegetable products, nonconformance(s) must be addressed prior to the offer due date of the solicitation. Potential Contractors will have an opportunity to correct identified nonconformance(s) and modify their food defense plan. The frequency of any follow-up food defense audits will be determined by the Contracting Officer. Approved food defense audit is valid for twelve (12) months from the date of approval.

Eligible suppliers who receive contracts must have their documented food defense plan and supporting documentation readily available for review by the Contracting Officer or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

All inquiries concerning audit requirements and scheduling should be forwarded to your local Grading Division office for clarification. Furthermore, USDA will not grant/accept any waiver requests for the food defense audits. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the award of any contract.

c. Web-Based Supply Chain Management (WBSCM) System

1. WBSCM Registration. Potential new suppliers must complete a WBSCM vendor registration form and meet all financial requirements prior to being entered into WBSCM. In addition, the firm must meet all technical requirements for producing the product prior to being able to submit offers in WBSCM. Refer to **EXHIBIT 7 - Qualification Requirements for Prospective Contractors Selling Commodities to USDA**. Instructions and additional information for new vendors are located on the AMS website at <http://www.ams.usda.gov/commoditypurchasing>.

A new supplier must designate a person(s) who will serve as the Central Vendor Administrator and a person(s) who is authorized to submit offers for the company during the approval process. Once approved, USDA will assign the roles in WBSCM and the vendor will be able to submit offers for those materials (commodities) that they are qualified to supply. In the event a vendor submits offers for materials they are not qualified to supply, the Contracting Officer will rule those offers as non-responsible and the offers will not be considered for those materials

The Corporate Vendor Administrator's responsibilities include: 1) entering all plant(s) and shipping point(s) that company plans to utilize for USDA production, 2) assigning plant/headquarter staff member(s) to the appropriate plant(s) and shipping point(s), and 3) assigning the roles to each staff member they will need to perform the various

functions required in WBSCM.

Once the supplier has been approved and the proper role(s) assigned, they may access WBSCM to submit offers. The web address is: <https://portal.wbscm.usda.gov/irj/portal>.

2. Submission of Offers in WBSCM. Offers must be submitted via the Internet by accessing the WBSCM. **EXHIBIT 4** provides system and computer setting requirements for accessing WBSCM.

Offers submitted by any means other than WBSCM will be considered nonresponsive.

Once connected to WBSCM, follow the online procedures. Click on the “Help” button for detailed instructions on using the system, or contact the WBSCM Help Desk.

AMS will not be responsible for any failure attributed to the transmission of the offer data prior to being accepted and stored in WBSCM including, but not limited to the following:

1. Any failure of the offeror’s computer hardware or software.
2. Availability of the offeror’s Internet service provider.
3. Delay in transmission due to the speed of the offeror’s modem.
4. Delay in transmission due to excessive volume of Internet traffic.

Offerors are advised to allow sufficient time to input offers on the offer due date due to high volume of internet traffic.

Offers, modifications, or withdrawals of offers must be received in WBSCM by the time prescribed in the applicable Solicitation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the latest time recorded in WBSCM.

3. WBSCM OFFER FORM. Offers submitted in WBSCM must consist of the following areas: 1) response to attribute questions associated with the specific solicitation, 2) offer prices(s) on the site number(s) the firm want(s) to be considered for award, and 3) total quantity the company wants to be awarded (constraints in truck-lot or cases). All sections of the offer form must be completed, including prices and constraints, prior to final submission in WBSCM.

In addition, the offeror must attach all required documents to the vendor’s offer in WBSCM, including but not limited to the offeror’s technical proposal, additional cost proposal information and any supporting documents to the cost proposal, and past performance information.

Complete the certifications (attributes questions) using the following as a guide.

1. Offer certifies that the offer is made subject to the Item Description and Requirement (IDR); this Solicitation; the Agriculture Acquisition Regulations (AGAR); and the Federal Acquisition Regulations (FAR).
2. Timely Performance Certification: All products required under any existing USDA contract(s)/purchase order(s) or subcontract(s) with a not-

later-than delivery date prior to this bid opening _____. Choose one:

- (a) Have been delivered.
 - (b) Have not been delivered.
 - (c) Have not been delivered, but the Offeror has notified the Contracting Officer.
 - (d) There are no existing contracts.
3. Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (FAR subpart 19.13).
4. Furnish name, title, phone number and e-mail address of person submitting this offer (must be an officer of the company or a person authorized to execute contracts on behalf of the offeror).
5. Offeror acknowledges receipt of the amendment(s) to the solicitation. Select N/A if no amendment was issued to the solicitation.
- Yes
 - No
 - N/A

Note: There may be additional certification (attribute) questions depending on the material that is being offered.

d. Contract Compliance

The contractor must assure compliance with all requirements of this Contract and/or IDR prior to delivery of product to USDA for acceptance. Examination and certification by USDA is solely for the benefit of USDA and will not relieve the contractor of its obligation and responsibility to deliver a product which complies with all requirements of this Solicitation and/or IDR. USDA approval of any part of the production process, including but not limited to equipment, will not relieve the contractor of the responsibility for performing in accordance with the contract.

1. A copy of the original AMS Grading Certificate issued at time of checkloading must accompany each shipment.

Each shipping container must be identified with a USDA Contract Compliance stamp with the applicable certificate number. A Grader, or other authorized personnel under the supervision of the Grader, will stamp one end of each shipping container prior to shipment. If there is inadequate space available on either end of the shipping container, the stamp may be applied to a side of the container.

e. Shipment and Delivery

Prices will be either f.o.b. or f.a.s. vessel at the destinations listed in the applicable delivery order. Delivery Orders will be on a purchase unit basis or multiples thereof, except that from time to time the delivery order will indicate two or more destinations in

a line item which will require a split delivery (drop) at each destination. Delivery by either trucks or railcars is at the option of the contractor except for those destinations which specify the method of delivery.

Shipment and delivery must be made in accordance with this Contract, the Item Description and Requirement (IDR), and the applicable Delivery Order. The Contractor must complete the Advance Ship Notice (ASN) in WBSCM prior to delivery of the product to the awarded destination. Contractors are encouraged to create the ASN for the purchase order item number as soon as a delivery appointment has been scheduled, but not less than 24 hours. The Contractor must provide accurate information when creating the ASN. The ASN provides an alert to the appropriate recipient agency that the product will be shipped for a sales order.

The creation of the ASN does not relieve the Contractor or Subcontractor of their responsibility to obtain an unloading appointment. Delivery appointments shall be made as far in advance of expected delivery as possible, but not less than 48 hours prior to delivery.

USDA has provided an excel template in a comma delimited (csv) format that allows the Contractor to upload delivery order line items that will create multiple ASNs.

When notified of shipments, consignees may request upgrading of delivery services or delivery to an alternate warehouse; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between the Contractor and consignee and any additional charges for special delivery terms are between consignee and Contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop off must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

1. Loading and Sealing of Vehicles

Loading must be in accordance with good commercial practices and the sealing must be done at origin under the supervision of a USDA, AMS certification agent or if applicable by a person authorized by the company to act on its behalf. Therefore, all delivery units—truck lot and less-than-truck lot (LTL) quantities—must be secured at all times prior to unloading with tamper-resistant, serially numbered, high-security seals. Suppliers of commodities, products and/or services shall be responsible for placing seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. Seals shall be serially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) standards (F-1157-04) and/or the International Organization for Standards (ISO) 17712-2010. Seals shall be 1/8th inch diameter cable, high-security bolt, or equivalent. The contractor must maintain a record of each seal number used per truck lot and LTL delivery unit. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, certificate, or delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer and destined for multiple recipients, the trailer must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the contractor to provide a sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery destination. Failure to seal the trailer after each stop may result in rejection of the shipment by the recipient agency at the next scheduled stop and rejection of any subsequent deliveries on the trailer.

- a. Railcar. Each railcar must be sealed. The contractor is responsible for arranging for railcar deliveries of more than one delivery unit so that each delivery unit contained in the same railcar can be completely separated and sealed.
- b. Truck or Piggyback. Truck or piggyback shipments must be sealed at origin. A delivery unit shipped by truck or piggyback which includes split deliveries to multiple destinations will require sealing after each drop in accordance with section 19.e.1. of this Contract.

If the load is rejected by the recipient agency, the Contractor shall return the load to its plant and have the product re-inspected for condition of container, and condition of the product (for frozen products), and reseal the truck in the presence of the USDA, AMS agent. The new seal number must be recorded, and a new certificate for condition of container must be issued and presented to the recipient agency. The Contractor is responsible for all costs (freight, re-inspection fees, etc.) associated with rejected loads.

2. F.O.B. Destination or F.A.S. Vessel

If the commodity offer price is on the basis of delivery f.o.b. cars or trucks at destination or f.a.s. vessel at designated ports and if USDA orders delivery of the commodity in a manner or to destinations other than those stated in the contract, any additional cost of transportation and related services shall be for the account of USDA and any savings will accrue to USDA.

When a place of delivery is changed by USDA, the contract price shall be adjusted for any resulting increase or decrease in the cost of performance in accordance with best available information as determined by USDA. No adjustment shall be made for changes in transportation costs when commodities are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by USDA prior to shipment. If USDA orders delivery to a destination other than the original destination named in the contract, transportation costs adjustments will be made by the AMS Contracting Office.

3. Early Delivery

The Contractor may deliver early if the recipient agency agrees to accept early delivery and upon AMS personnel being available to perform any necessary checkloading and final acceptance requirements, if applicable.

4. Compensation for Delays in Delivery

Timely delivery is important to fulfill the nutritional and dietary needs of persons for whom the commodity is intended. Failure to deliver the commodity during the delivery periods, for reasons other than causes beyond the control and without the fault and negligence of the Contractor, may be grounds for termination of that line item, termination of the entire contract, or assessment of liquidated damages.

If a Contractor determines that it will not be able to deliver the commodity by the Not-Later-Than (NLT) delivery date, the Contractor shall notify the contracting officer immediately. If the reason for not meeting the NLT delivery date is beyond the control or negligence of the Contractor, the Contractor is required to submit a waiver request within 2 working days after the scheduled NLT delivery date. Failure to submit a waiver request within the time specified will result in liquidated damages being assessed. Waiver requests submitted after the time specified will not be accepted. See Section C.7 for liquidated damages.

If a Contractor delivered a product and the product is rejected, the Contractor shall deliver an acceptable replacement product prior to the end of the NLT delivery date and liquidated damages will not be assessed. However, if the replacement product will be delivered beyond the NLT delivery date, liquidated damages will be assessed.

When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery.

5. Checkloading

- a. The Contractor shall not load the commodity for shipment unless, at the time of such loading, the commodity is checkloaded by USDA or by a person of the inspection or grading service designated by USDA. The Contractor is responsible for giving notice in sufficient time for a USDA agent to be present. The cost of checkloading shall be for the account of the Contractor. Checkloading refers to identifying the commodity which was previously inspected and found to meet contract requirements, examining the commodity at the time of loading or transferring for condition of containers and for compliance with labeling and container marking requirements, and determining the number of containers per car, truck, or lot.
- b. Checkloading by persons licensed or authorized by USDA shall not relieve the Contractor of the obligation to affect a delivery of the commodity meeting contract requirements or constitute a waiver of any of USDA's rights under the contract. The certificates issued as a result of such official checkloading shall be only prima facie evidence of the number and condition of containers.
- c. The Contractor shall be liable for all shortages which occur before delivery, except that if shipment is by common carrier, the Contractor shall not be liable for a shortage reported at destination unless it can be established, notwithstanding the checkloading certificate, that there was an actual shortage at the time of loading for shipment.
- d. This paragraph (d) is not applicable to purchases delivered f.o.b. origin. If the shipment is by truck and USDA specifically requests "Exclusive Use of Vehicle," USDA will reimburse the Contractor for any additional transportation costs due to shipment under "Exclusive Use of Vehicle." The sealing of trucks as part of the checkloading procedure shall not be construed as such a request. In the absence of such a request by USDA, any additional cost of transportation and related services due to shipment under "Exclusive Use of Vehicle" shall be for the Contractor's account. The Contractor shall be responsible for making such arrangements as may be necessary to prevent the application of "Exclusive Use of Vehicle" charges when such charges result in higher transportation costs. The arrangements to be made by the Contractor may include an instruction to the checkloader not to seal the truck when the sealing will result in "Exclusive Use of Vehicle" charges. If, notwithstanding such arrangements, the checkloader seals the truck, the Contractor shall have the responsibility for removing the seals.

6. Obliteration of Markings

The appearance in commercial or other channels of containers and container materials bearing markings required under the contract may cause USDA expense in determining whether commodities have been diverted from authorized use and in answering inquiries. The contractor agrees to take necessary action to prevent the appearance in commercial or other channels of any labels, bags, cans, can lids, cases, or any other type of packaging, either filled or unfilled (hereinafter referred to as "containers and container materials"), bearing markings specific to the contract (i.e.

the “contract compliance stamp”) including those held by the contractor or others, e.g., overruns. The following actions with respect to all inner and outer containers and container materials will constitute compliance with the intent of this clause: (a) complete obliteration of all markings specific to the contract with a permanent opaque paint, or removal of labels which bear such markings, and overlaying or replacing markings so obliterated or removed with commercial labeling; or (b) any other actions, approved by the Contracting Officer, which accomplish the intent of the foregoing.

f. Liability for Losses Due to Deterioration, Spoilage, or Recall

1. Loss Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time, as determined by USDA, after delivery. The Contractor agrees to reimburse USDA for such losses within 10 days after date of billing by USDA. That part of the commodity as to which USDA makes a claim based on deterioration or spoilage shall be held by USDA subject to disposition instructions of the Contractor (unless the nature of the deterioration or spoilage is such as to require condemnation and destruction as determined by USDA or its authorized representative) but need not be held by USDA in excess of 30 days after USDA sends notice of such claim to the Contractor. In lieu of reimbursing USDA, the Contractor may replace the deteriorated or spoiled commodity with an equal quantity of commodity which conforms to all contract requirements and Item Description and Requirement (IDR), if such replacement is agreed to by USDA.

2. Loss Due to Product Recalled for Health or Safety Risk

In the event the commodity or commodity product is recalled due to a health or safety risk, the Contractor is responsible for all costs associated with removal and replacement of recalled commodities or products, and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service’s (FNS) Commodity Hold and Recall Process. A copy of this report can be obtained at: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities or products.

g. Invoices and Payment Process

1. Submission of Invoice in WBSCM.

Invoices requesting payment must be submitted by the Contractor electronically through WBSCM. Invoices for payment must include an electronic copy of the following documents:

- a. AMS Grading Certificate, issued at time of checkloading;
- b. The signed bill of lading or other commercial receipt signed by recipient agency evidencing delivery date and quantity of product delivered, or report evidencing delivery of product;

- c. Authorization letter from the Contracting Officer for reimbursement of extra cost, if applicable; and
- d. Any waivers granted by the Contracting Officer, if applicable.

Any requests for transportation and protective service charges must be submitted to the Contracting Officer for approval. The invoices for reimbursement of transportation and protective service charges, if any, must be supported by the original or a copy of carrier's receipted freight bill or invoice. If shipment is by contract carrier, the Contractor's invoice must also be supported by a copy of the contract between the Contractor and the truck or rail line showing the schedule of rates, or a copy of the truck or rail line's published rates.

Invoice must include the quantity of what is awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer. Invoices must be submitted on a full truckload quantity, or multiples thereof; invoices for less than full truckload quantities may not be accepted. Invoice quantity must match the quantity awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer.

Submission of an invoice when all contract terms and conditions have not been satisfied may subject the Contractor to civil and criminal penalties as provided in Titles 15, 18, and 31 of the United States Code. The USDA will make payment to the Contractor of any amounts due with respect to each delivery invoiced.

In order for the contractor to receive payment on an invoice the following three action items must be completed:

- 1) ASN must be created in WBSCM;
- 2) Goods Receipt entered by the recipient agency representative; and
- 3) Invoice submitted in WBSCM with all supporting documents attached.

Payment is due after submission of a properly prepared invoice in WBSCM, with the required supporting documentation, within the time indicated below

If the items delivered are:	Payment must be made as close as possible to but not later than:
<i>All other processed canned commodities (including fruits, vegetables, fish, and poultry products).</i>	30 th day after product delivery

For the purpose of payment, the date of delivery of each shipment of product will be the date of receipt in WBSCM of a properly documented invoice package and the Goods Receipt entered by recipient agency. In addition to the submission of the invoice package with supporting documents indicated above, the following action must be completed in WBSCM before payment will be made.

Three way match – Delivery Order Item, Goods Receipt, and Invoice with supporting documentation attached.

USDA payments must be made directly to a financial banking institution as listed in the

SAM.

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 - ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR SHELF-STABLE CHICKEN

The item must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and this item description and requirements (IDR). The contractor's technical proposal submitted to the Contracting Officer must adhere to the following.

A. ITEM

Cooked, Diced, Boneless and Skinless Poultry (commodity): 1) Produced from the classes of ready-to-cook chickens as described in AMS 70.200 *et seq.* (AMS 70.201. (f), (g)) or, 2) Produced from chickens as described in AMS 70.201. (c)), and packaged in cans/pouches (10 oz. to 16.0 oz.) and must contain 10 ounces meat per can/pouch and packed in a fiberboard shipping container.

B. MATERIALS

The technical proposal must include procedures to address conformance with the following material requirements.

1. MEAT COMPONENT

- a. The commodity must not be processed more than 30 calendar days prior to the date of the delivery order. White and dark meat from mature chickens used in the production of commodity must be in natural proportion. Meat from broilers/fryers may be in natural proportion (white and dark meat) or only white meat. Ground or comminuted meat cannot be used in the production of the commodity. Skin must not be used in the production of the commodity. Chickens must be of domestic origin. Chickens must be either mature chickens (AMS 70.201.(f) and (g)), weighing 4.0 pounds (1.81 kg) or more per carcass without neck and giblets, or must be ready-to-cook broiler/fryer chickens (AMS 70.201. (c) without neck and giblets.
- b. Chilled chicken carcasses may be transferred or obtained from other processing plants to produce the commodity, provided they: comply with the freshly slaughtered, organoleptic, and other applicable requirements as evidenced by USDA certification and have been properly processed, handled, and identified.
- c. The larger pieces of meat, to include breast portions and thigh portions, must be cut into chunks/cubes which are a minimum of 1.25 inch (1 ¼ inch) (3.18 cm) in size.

The following example shows the proportions of meat, and broth or water that may be used in preparing the commodity packaged in can:

	<u>Percent by Weight</u>
Meat (minimum)	80.00
Broth or Water (maximum)	<u>20.00</u>
	100.00

The commodity packaged in pouches may not include any added water or broth.

- d. The Contractor/producer will develop a written quality control program that documents the production procedures for bone removal and quality assurance protocol, the corrective and preventative actions, and product control procedures.
- e. The finished commodity must contain no more than 230 mg sodium per 100g of meat.

2. PACKAGING AND PACKING

All packaging and packing materials must be clean and in new condition, must not impart objectionable odors or flavors to the commodity, must be safe (cannot adulterate product or be injurious to health) for use in contact with food products and must be tamper evident. Tamper evident is defined as packaging and packing materials with one or more indicators or barriers to entry, which, if breached or missing, can reasonably be expected to provide visible evidence that tampering has occurred.

The shipping containers will be in compliance with the National Motor Freight Classification, or the Uniform Freight Classification, as applicable.

3. LABELING

Both primary packaging and shipping containers will be labeled to include all information required by FSIS and Food Allergen Labeling and Consumer Protection Act (FALCPA) regulations. All primary packaging must be labeled using commercial labeling and must be processor's own label. Distributor's labels are not allowed.

Shipping container label will also contain the contract number, traceability code that traces back to the establishment number, production lot, and date.

C. PALLETIZED UNIT LOADS

Pallets must be good quality, 48 inches x 40 inches, nonreversible, flush stringer, and partial four-way entry. Each pallet of shipping containers must be stretch-wrapped with plastic film in a manner that will secure each container and layer of containers on the pallet. Palletized product must be loaded in a way that will prevent shifting and damage to the containers of product. Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets and exposes the principle shipping container display panels to facilitate certification examinations.

D. DELIVERED PRODUCT

Can/pouch packed boneless and skinless poultry meat in a purchase unit must be derived from either mature chickens or broilers and must be of one type/source of meat only. Only one size and style of primary packaging including labels and shipping containers may be offered in a purchase unit.

E. PRODUCT ASSURANCE

1. WARRANTY AND COMPLAINT RESOLUTION

The Contractor's technical proposal must provide steps taken to resolve complaints received on the product (i.e., point of contact, cause and effect analysis, corrective and preventive actions taken, and product replacement).

2. NON-CONFORMING PRODUCT

The Contractor must have documented procedures that assure nonconforming product identification, segregation, and disposition in order to prevent misuse and so that nonconforming product is not delivered to USDA. The plan must address: 1) control and segregation of nonconforming product and 2) removal of any USDA markings, and disposition of nonconforming product.

EXHIBIT 2 – SHELF-STABLE CHICKEN HISTORICAL DEMAND 9/1/14-08/31/15*

MIDATLANTIC REGION			
States	NLT Delivery Date	Pounds	Truckloads
Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia	11/15	36,000	1
	12/15	144,000	4
	5/15	216,000	6
	6/15	36,000	1
	7/15	324,000	9
	8/15	36,000	1
TOTAL		792,000	22

MIDWEST REGION			
States	NLT Delivery Date	Pounds	Truckloads
Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin	11/30	36,000	1
	12/15	36,000	1
	1/15	36,000	1
	1/31	36,000	1
	2/15	108,000	3
	2/28	36,000	1
	7/15	36,000	1
TOTAL		324,000	9

*June-August deliveries are estimates as those orders have not been issued.

NORTHEAST REGION			
States	NLT Delivery Date	Pounds	Truckloads
Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont	9/15	108,000	3
	10/15	108,000	3
	10/31	36,000	1
	11/15	72,000	2
	11/30	108,000	3
	12/15	72,000	2
	12/31	72,000	2
	1/31	36,000	1
	2/15	72,000	2
	3/15	72,000	2
	4/30	36,000	1
	5/31	36,000	1
	6/30	36,000	1
	7/15	36,000	1
	8/15	36,000	1
TOTAL		936,000	26

SOUTHEAST REGION			
States	NLT Delivery Date	Pounds	Truckloads
Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee	9/30	36,000	1
	11/30	36,000	1
	1/15	72,000	2
	3/15	108,000	3
	3/31	108,000	3
	4/15	180,000	5
	5/31	144,000	4
	6/15	324,000	9
	6/30	108,000	3
	7/15	108,000	3
	7/31	36,000	1
	8/15	216,000	6
	8/31	144,000	4
TOTAL		1,620,000	45

SOUTHWEST REGION			
States	NLT Delivery Date	Pounds	Truckloads
Arkansas, Louisiana, New Mexico, Oklahoma, Texas	1/15	108,000	3
	1/31	72,000	2
	5/15	36,000	1
	6/15	72,000	2
	7/15	36,000	1
	8/15	36,000	1
	8/31	36,000	1
TOTAL		396,000	11

WESTERN REGION			
States	NLT Delivery Date	Pounds	Truckloads
Arizona, California, Idaho, Nevada, Oregon, Washington	11/15	36,000	1
	12/15	108,000	3
	12/31	36,000	1
	1/15	72,000	2
	1/31	180,000	5
	3/15	72,000	2
	4/15	36,000	1
	4/30	36,000	1
	7/15	36,000	1
	8/15	36,000	1
	8/31	36,000	1
TOTAL		684,000	19

MOUNTAIN PLAINS REGION			
States	NLT Delivery Date	Pounds	Truckloads
Colorado, Iowa, Kansas, Missouri, Nebraska, North Dakota, South Dakota, Utah, Wyoming	8/15	36,000	1
TOTAL		36,000	1

FDPIR Warehouse & PR			
States	NLT Delivery Date	Pounds	Truckloads
Nampa, ID Kansas City, MO Puerto Rico	9/15	72,000	2
	10/15	144,000	4
	11/15	72,000	2
	11/30	36,000	1
	12/15	36,000	1
	12/31	36,000	1
	1/15	72,000	2
	2/15	36,000	1
	3/15	108,000	3
	4/15	108,000	3
	4/30	36,000	1
	5/15	72,000	2
	6/15	72,000	2
	6/30	36,000	1
	7/15	36,000	1
	8/15	36,000	1
TOTAL		1,008,000	28

EXHIBIT 3 - DOMESTIC ORIGIN CERTIFICATION

This form must be completed by an authorized company official or their designee for each contract/purchase order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request.

If imported product is brought into the facility during the production and shipment of product for this contract, it is the contractor's responsibility to notify the applicable certification branch. Each

contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: _____

Contract/Purchase Order Number: _____

Product: _____

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ YES ☐ NO If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product..

Do any of your Subcontractor/Suppliers process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ YES ☐ NO If yes, attach a copy of each subcontractor's/supplier's segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request. **WARNING: 18 U.S.C. Part 1, Chapter 47, Section 1001 states that "Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.**

Knowingly and willingly making false statements may also constitute a violation of the Perishable Agricultural Commodities Act (7 U.S.C., 499a-499t), and may result in monetary penalties or license suspension or revocation.

Signature: _____
Print and Sign Name (Only authorized signatures)

Title: _____

Company: _____

Date: _____

EXHIBIT 4 - WBSCM MINIMUM SYSTEM REQUIREMENTS

WBSCM Service Desk: IE8, 9, and 10 Browser Settings –

WBSCM officially supports Internet Explorer (IE) as the browser client, specifically versions IE8, 9, and 10 (running in “compatibility mode”). WBSCM does not officially support Internet Explorer version 11. Even though IE11 can be run in ‘compatibility mode’, are users have reported issues and inconsistent results while using IE11 with WBSCM. Users of IE11 should consider downgrading to IE10 should they encounter issues when using WBSCM. The procedure to downgrade from IE11 to IE10 is fairly straight forward and the process steps to downgrade from IE11 to IE10 are provided at the end of this document (See “[Downgrading from Internet Explorer version 11 to Internet Explorer version 10](#)”). Other browsers (e.g. Firefox, Google Chrome, Safari, Google/MSN/Bing Bot, etc.) are not officially supported as they may work for some WBSCM functions, but may not work for all WBSCM functions.

Not sure what browser version you are using?

To perform a browser version check see the information at the very end of this document under “[Perform Browser Check](#)”.

When a user reports an error that occurred while using a browser other than Internet Explorer, the WBSCM Service Desk may first request that the user try to recreate the error using Internet Explorer version 8, 9 or version 10 (running in “compatibility mode”). If the function in error was previously executed successfully using the same browser, please provide this information to the WBSCM Service Desk technician when you open an incident.

New WBSCM users that need to create an account in eAuth should use Internet Explorer version 8, 9, or 10. Once a user registers with eAuth and WBSCM, he or she will need to follow the IE8, 9, or 10 configuration steps detailed below to avoid runtime issues with their WBSCM functions.

WBSCM users who upgrade their Internet Explorer browser to version 8, 9, or 10 need to confirm that the following items have been properly configured after the upgrade.

1. [Internet Explorer Version 8, 9, 10 Compatibility View Setting](#)
In order to assure that all functions will work properly when using Internet Explorer version 8, 9, or 10 users must use the “Compatibility View” option available in Internet Explorer.
2. [Internet Explorer Version 8 ,9, or 10 Compatibility View Window Setting](#)
WBSCM uses functions such as browser side scripting and Active X controls in order to generate a more robust user display and also leverage the processing capacity available at the desktop. By including “usda.gov” entry in the Compatibility View window and the Trusted Sites window, users can satisfy the browser security setting requirements of WBSCM.
3. [Internet Explorer Version 8, 9, 10 Zoom Level Setting](#)
In certain situations, the IE browser session may “freeze” while using WBSCM. Often, this is due to a display incompatibility between the browser Zoom setting and the WBSCM web page. Users can avoid these situations by maintaining their IE browser Zoom setting at 100%.

The following sections provide steps users should take to configure their IE8, 9, and 10 browser in order to access and use WBSCM. **Please note that the screen prints shown are from IE 8. Higher versions may look slightly different.** You can view help on the following topics:

[Adding USDA.gov to Compatibility View Websites List](#)

[Adding WBSCM to the Trusted Sites List](#)

[Set IE8 Zoom Settings for WBSCM](#)

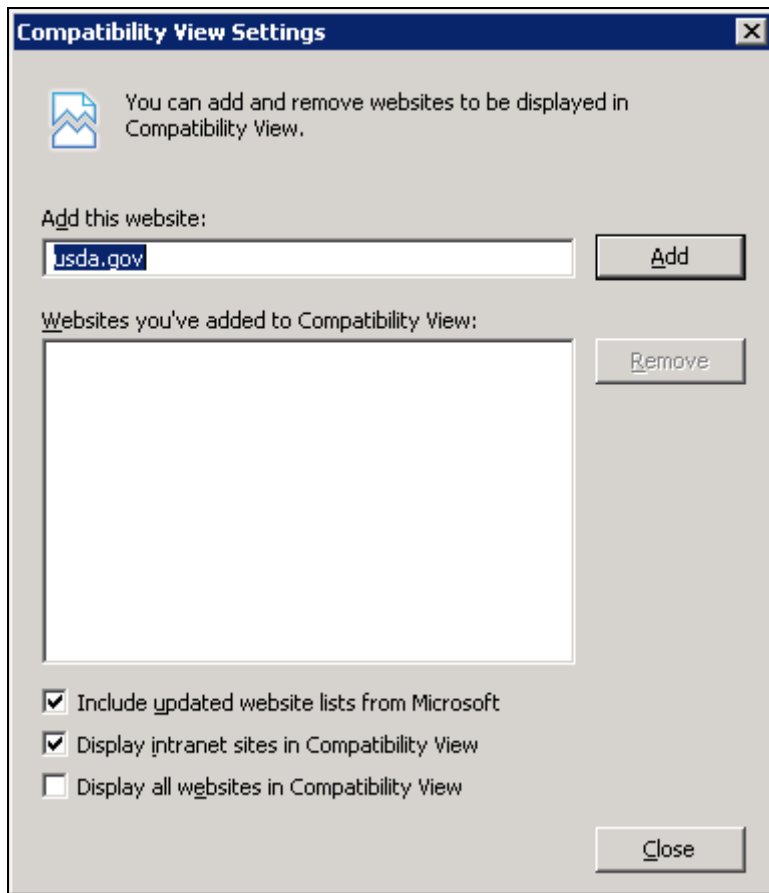
[Downgrading from IE11 to IE10](#)

[Performing Browser Check](#)

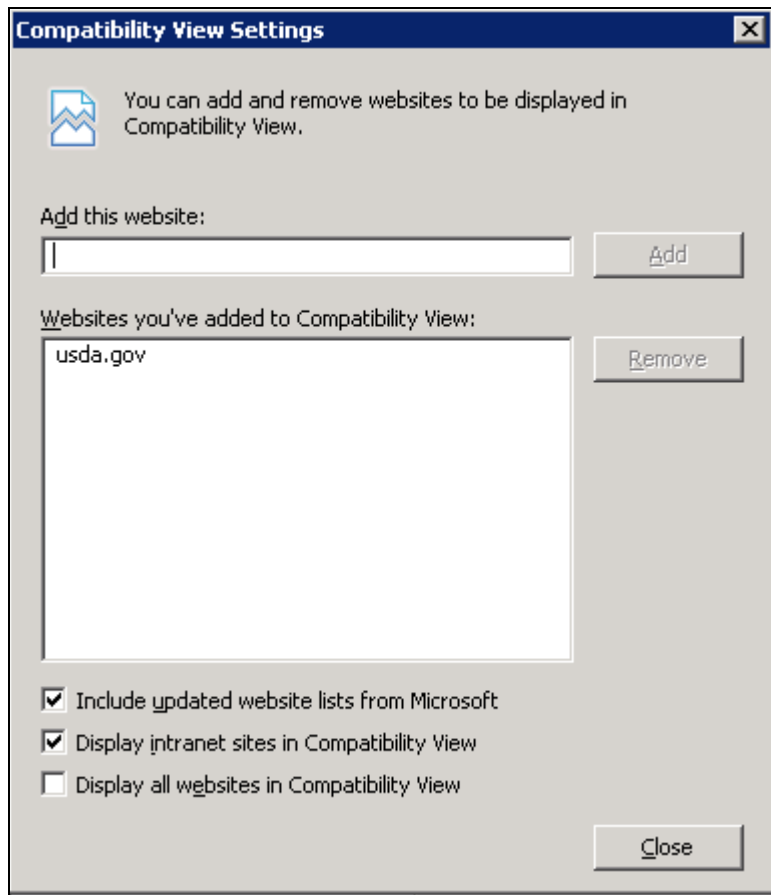
Add USDA.gov to Compatibility View Websites List:

1. Open Internet Explorer
2. Select **Compatibility View Settings** from the **Tools** menu

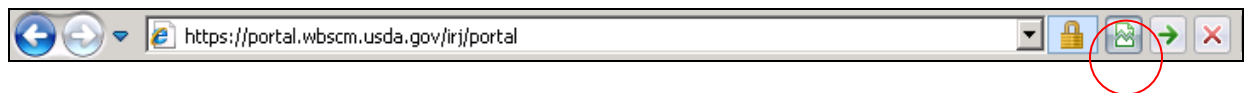
You will then see the pop-up box below:



3. In the *Add This Website* text box type “**usda.gov**” and click the **Add** button.
4. Click the **Close** button.

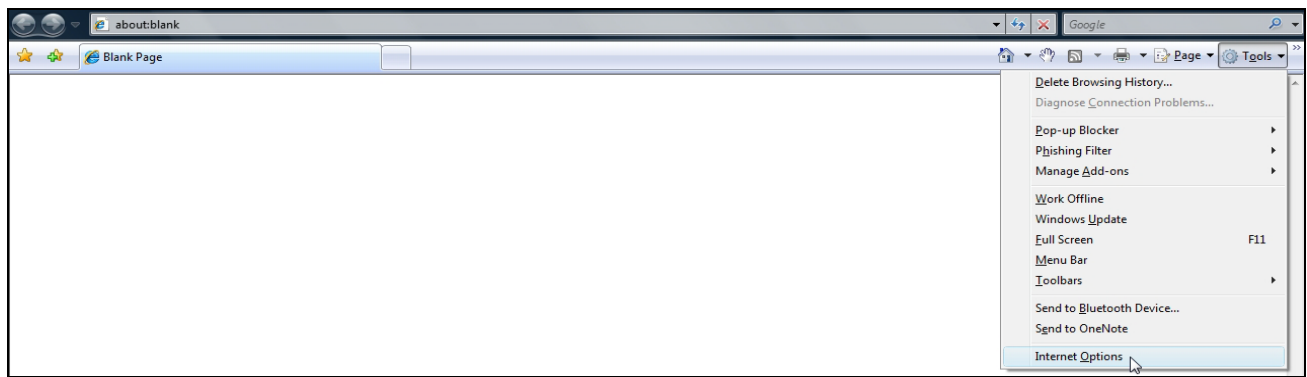


All USDA.gov web pages will now appear in IE compatibility mode.

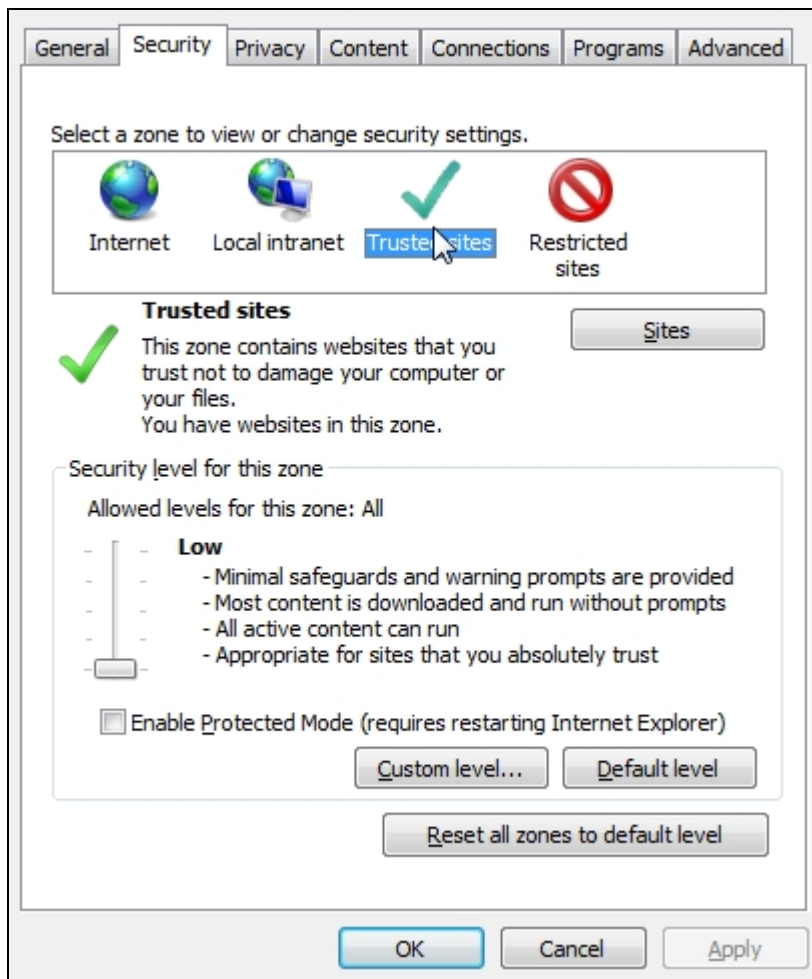


Add WBSCM to the Trusted Sites List:

1. Open Internet Explorer.
2. Select **Internet Options** from the *Tools* menu.




3. In *Internet Options* dialog box, select the **Security** tab.



4. Select **Trusted Sites** from the *Zone* choices.

5. Click the **Sites** button.

 You can add and remove websites from this zone. All websites in this zone will use the zone's security settings.


Add this website to the zone:

Websites:

*.skillport.com

☐ Require server verification (https:) for all sites in this zone

6. Add “*.usda.gov” to the *Trusted Sites* zone by clicking the **Add** button. Then confirm that “*.usda.gov” has been added to the *Websites* list of *Trusted Sites*

 You can add and remove websites from this zone. All websites in this zone will use the zone's security settings.

Add this website to the zone:

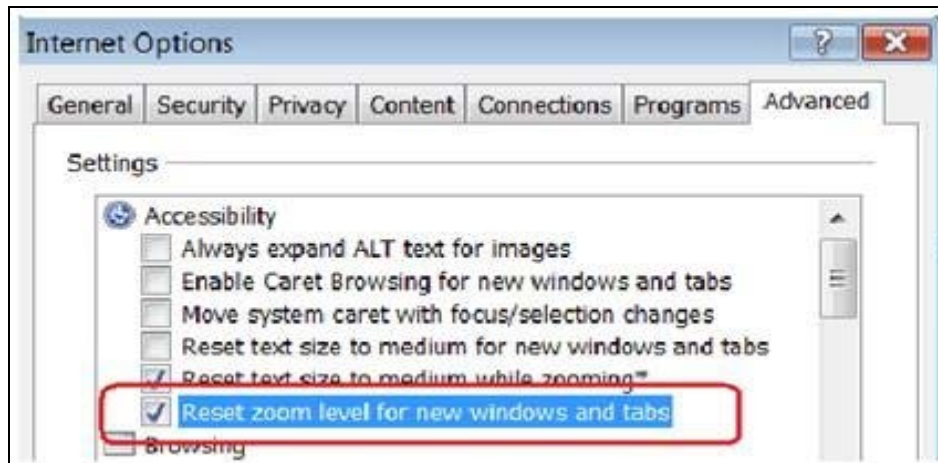
Websites:

*.skillport.com
*.usda.gov

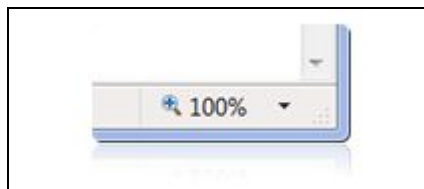
☐ Require server verification (https:) for all sites in this zone

Set IE8, 9, 10 Zoom Setting for WBSCM:

For WBSCM, users should check their **Internet Options Advanced** tab and deselect “Reset zoom level for new windows and tabs”.



Users should then manually set the Zoom Level to 100% using the ‘*Zoom level option*’ at the bottom right of their browser screen.



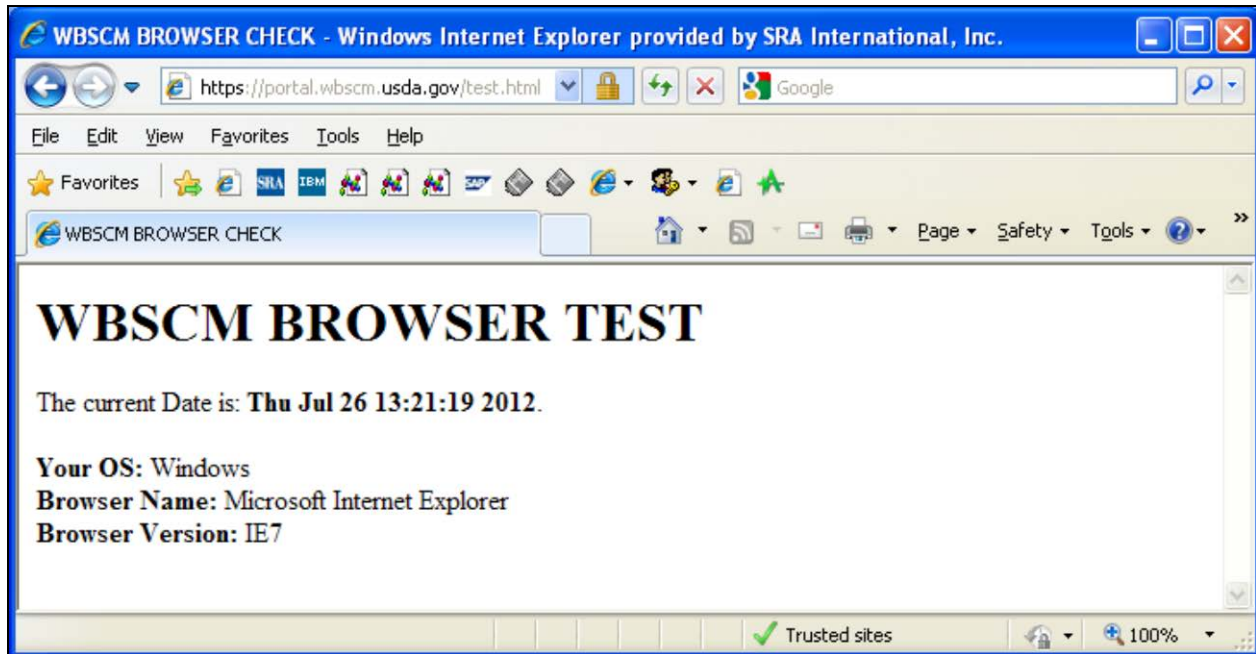
Downgrading from Internet Explorer 11 to Internet Explorer 10:

1. Close all active programs.
2. Click the **Start** button.
3. Click the **Control Panel** icon.
4. Click on **Programs and Features**.
5. Click **View Installed Updates** in the task pane.
6. Now select **Windows Internet Explorer 11** shown under Microsoft Windows updates.
7. Click the **Uninstall** button.
8. Follow the instructions on the screen. The IE11 uninstall process lasts for about 3-5 minutes and you will be able to access Internet Explorer 10 as usual after restarting your computer.

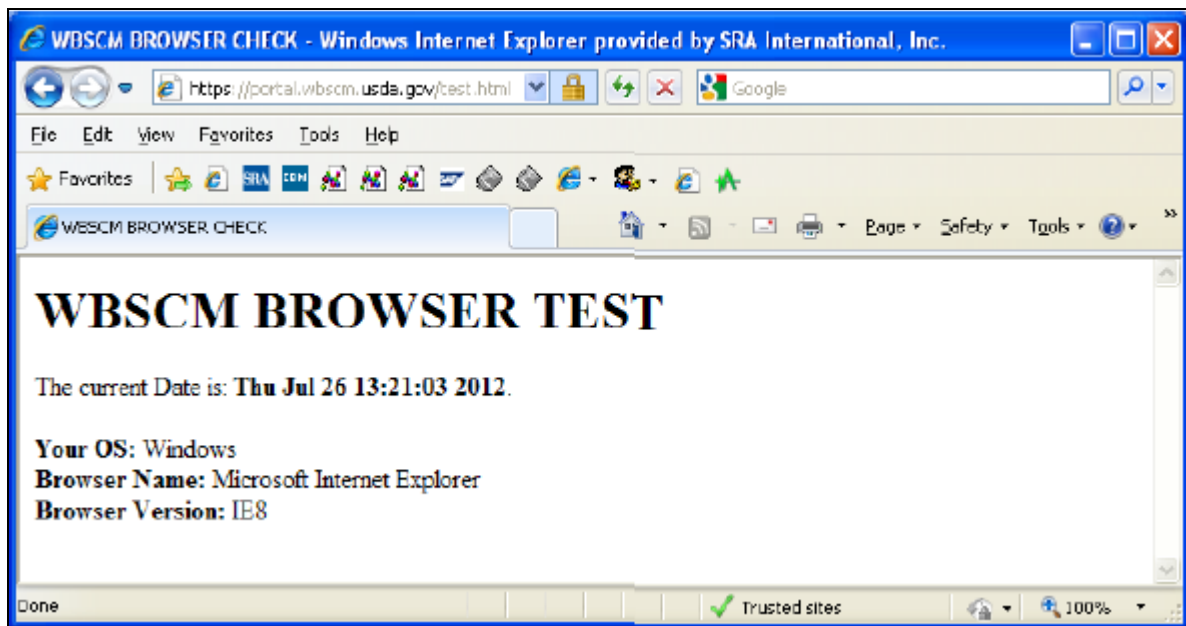
Perform Browser Check:

To perform a browser check type the following URL in the Navigation toolbar:
<https://portal.wbscm.usda.gov/test.html>

This is what an IE7 user will see:



This is what an IE8 user will see:



This is what an IE8 (“Compatibility mode”) user will see:



This is what a Firefox user will see:



Desktop Hardware/Software Recommended

• Processor/Memory

Microsoft Vista / Windows 7 / Windows 8		
	Minimum Required	Recommended
Processor	1 GHz	Dual Core 2 GHz
Memory	2 GB	4 GB
Video Card	8 MB Video card with 16 million colors at 1024x768 resolution	16 MB Video card with 16 million colors at 1024x768 resolution
Monitor	Color SVGA monitor and display adapter, 1024x768 resolution, 16 Million Colors	Color SVGA monitor and display adapter, 1024x768 resolution, 16 Million Colors

• Software

Software	Manufacturer	Version
Operation System	Microsoft	Microsoft Windows Vista SP2 (IE8, IE9) – 32 or 64 bit Microsoft Windows 7 SP1 (IE8, IE9, IE10) – 32 or 64 bit Microsoft Windows 8 (IE10)
PDF Reader	Adobe	Adobe Acrobat Reader 9.0 or higher
Flash Player	Adobe	Adobe Flash Play 10.3.183.7 and above
Silverlight	Microsoft	Microsoft Silverlight 5 Browser plug in
Java Run Time	Oracle	Java Run Time 7 Update 51 or higher
Browser	Microsoft	Internet Explorer version 8, 9, or 10
Office (Word, Excel)	Microsoft	MS Office 2007, 2010

EXHIBIT 5 - PAST PERFORMANCE REFERENCE INFORMATION

INSTRUCTIONS: Offerors must submit recent and relevant information concerning contracts and subcontracts (Federal, State, local government or private) which demonstrates their ability to perform the proposed effort. (One contract reference per form. Form may be duplicated):

Contract Number: _____

Contractor (Name, Address, Zip Code, Telephone number and Email Address):

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____ Date Completed: _____

If not completed, provide status:

Type/Extent of Subcontracting:

Product/Service Description, Location & Relevancy of Work:

Percentage of Work Completed by your company: _____

Name, Address, Telephone Number and Email Address of Contact Person and their position:

Name of Offerors Bank: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

EXHIBIT 6 - MINIMUM INFORMATION REQUIRED IN QUALITY CONTROL PROGRAM

The offeror must clearly define and describe the steps to be followed in producing Shelf Stable Chicken.

A. PROCESSES AND EQUIPMENT

Standard: The proposal must clearly state the raw materials used, processing steps, equipment used, how the product is packaged and prepared for delivery, and how the product will be handled and stored.

1) Processing

- (a) Identify cooking and dicing procedures to yield desired product.
- (b) Include formulation/verification procedure for the proposed meat. “Natural Proportion” or “White Meat Only” (an option available only if proposing broiler/fryer meat) should be clearly stated. Include formulation information concerning seasonings, other ingredients, and quantities of final product. All offers must state the sodium levels of the proposed product. The formulation must be within FSIS requirements/limits.

2) Raw Materials

- (a) Identify source and quality of chicken that will be used to produce a consistent product (for example, “Broiler – White Meat Only”).
- (b) Discuss domestic origin of provided product and how contractor/offeror will comply with the requirement.

3) Packing and Packaging

- (a) Identify packaging and packing material
- (b) Identify how product will be palletized.
- (c) Show that shipping containers identified meet National Motor Freight standards and that shipping containers are the appropriate style and type to hold up through shipping and delivery (will not be damaged in transit).
- (d) Labeling must be in accordance with FSIS and FALCPA requirements.

4) Storage and Handling

- (a) Identify how raw materials will be handled.
 - (1) State the source of the raw material prior to cooking.
 - (2) Provide information on the time and temperature of the product during staging and processing.
- (b) Identify how the cooked product will be handled.
- (c) Identify time and temperatures of stored cooked product.
- (d) Identify rework plans and procedures if used.

B. QUALITY ASSURANCE

Standard: The proposal must clearly describe the quality control method and controls the contractor/offeror is using to produce the product that is described in the technical proposal.

1) Identify the individual responsible for quality assurance

- (a) Indicate Monitoring Procedures and Records for the following:
 - (1) Domestic Origin Certification
 - (2) Meat source
 - (3) Quality of meat
 - (4) Bone detection and compliance with bone incidence limitations (FR Vol.61(130) p.35157). Ensuring quality and condition of product through AQL examinations for bone and other defects according to the standards outlined in the USDA Commodity Specification for Canned Boned Poultry dated April 2013, Section II.F.3, either prior to or after thermal processing, as applicable
 - (5) Container integrity

The link to the Canned Boned Poultry Commodity Specification dated April 2013, can be found at: www.ams.usda.gov/commoditypurchasing. Please note only section II.F.3 of the Commodity Specification is being utilized.

2) Warranty and Complaint Resolution

- (a) Define product recall procedures
- (b) Discuss corrective action and control of non-conforming product procedures
- (c) Indicate length of product warranty

“In Accordance” or “Same as Item Description and Requirement (IDR)” or similar statements/descriptions used to describe criteria within the technical proposal will not be accepted.

**EXHIBIT 7 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS
SELLING COMMODITIES TO USDA
June 2014**

I. Introduction

The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) procures various domestically produced and processed agricultural products for the National School Lunch Program and other domestic food and nutrition assistance programs.

The qualification requirements requested as part of the application package for a prospective contractor are required by the Federal Acquisition Regulations (FAR) part 9, Vendor Qualifications, and are necessary for AMS to carry out its procurement mission. A prospective contractor shall be determined to be qualified by the Contracting Officer prior to submitting offers under an AMS solicitation. A prospective contractor must complete and submit all materials requested herein to the AMS Commodity Procurement Staff.

The Contracting Officer will review the application package and determine if a prospective contractor is eligible to participate in the USDA, AMS, commodity procurement programs, and can be added to the Qualified Vendors List. Access to the Web-Based Supply Chain Management (WBSCM) system for submission of offers (bids) shall be granted only to Qualified Vendors after the application process has been completed.

Procurement information, including the AMS Master Solicitation for Commodity Procurements, Supplements to the AMS Master Solicitation and USDA Commodity Specifications, information on WBSCM, current Solicitations, and historical contract award information, is located at <http://www.ams.usda.gov/commoditypurchasing>.

A prospective contractor may submit its application package at any time and will be notified whether requirements have been satisfied and approval to bid is granted. A prospective contractor that is a small business concern may be referred to the Small Business Administration (SBA) for a Certificate of Competency, if deemed necessary by the Contracting Officer. There is no established amount of time to submit, review or approve an applicant vendor.

II. Administrative Requirements

Prospective contractors shall be registered in the System for Award Management (SAM), which can be accessed at www.sam.gov. SAM requires a one-time business registration with mandatory annual updates. An expired SAM registration will prohibit a contractor's ability to enter an offer into WBSCM or to receive payments. The SAM registration is valid for one year from the date of submission and must be updated annually. SAM will notify you 60, 30 and 15 days prior to expiration of your record. SAM allows a prospective contractor to control the accuracy of its own business information. It is the responsibility of the contractor to maintain current SAM registration. There is no fee to register in SAM and the data from registration will be used for procurement and payment purposes.

- A. Each prospective contractor shall submit the WBSCM Vendor Registration Form, available at the website referenced above, as part of the application package. Once the prospective contractor is approved, the WBSCM Registration Form will be processed to allow the qualified vendor to submit offers. Access to offer entry in WBSCM is reserved for qualified vendors only. Please send the form once it is completed to the Small Business Coordinator, Dianna Price at dianna.price@ams.usda.gov.
- B. A prospective contractor who is a certified 8(a) and/or HUBZone, but is not certified in SAM as such, must submit a copy of their applicable SBA certificate(s) in order to submit bids as an 8(a) or HUBZone vendor.

III. Capability Requirements

In accordance with FAR 9.104-1 and 9.104-3(b), each prospective contractor shall certify its capability to perform, by including the following in their application package:

- A. A written submission on company letterhead with a signature, authenticating the exact legal name, and including the following:
 - 1. A description of historical business experience including the number of years it has sold the specific USDA commodity product(s) or similar product in the commercial marketplace or to governmental organizations.
 - 2. Any additional pertinent information regarding a prospective contractor's capabilities, such as, but not limited to, a satisfactory record of integrity and business ethics, and verification that it is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- B. Three reference letters from customers the prospective contractor has sold similar products to (on letterhead with signatures).
- C. In accordance with 13 CFR 121.406, a prospective contractor that is a non-manufacturer must be engaged in the wholesale or retail trade and sell the items being offered to the general public.
 - 1. Non-manufacturer means a small business concern that is primarily engaged in the wholesale or retail trade and normally sell the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States.
 - 2. The non-manufacturer must provide a copy of the written agreement in effect between itself and the subcontractor(s) (manufacturer), to certify compliance with federal regulatory requirements and applicable AMS Solicitation requirements. The agreement must be on company letterhead and must be signed by both parties.
 - 3. In addition, non-manufacturers must provide a complaint and dispute resolution proposal for rejected or defective products

IV. Financial Responsibility

A financial responsibility determination will be made prior to submission of bids.

- A. Prospective contractors must provide their most current Dun and Bradstreet (D&B) analysis report. In order to facilitate their responsibility determination, AMS will request and evaluate D&B's analysis report for each prospective contractor.
- B. It is highly recommended that each prospective or qualified contractor review and submit its financial statements to D&B as this information impacts the D&B reports.
 - 1. Please contact the D&B at 866-721-2275 and request the Business Information Report, or the D&B web address is: <https://creditreports.dnb.com/m/home#megamenu.html>
 - 2. The financial statement submitted to D&B should be the period ending December 31st of the previous year.
- C. A prospective contractor shall demonstrate that it has adequate financial resources to perform the contract, or has the ability to obtain them, as required by FAR part 9.104-3(a), including the availability of necessary working capital and satisfactory credit. This may include, but is not limited to, the financial protection against losses as set forth in FAR part 28. Firms that are veteran-owned or service-disabled veteran-owned small businesses (SDVOSB), and those certified under the U.S. Small Business Administration's 8(a) program, must provide insurance or line of credit equal to, or above, the project contract award total (FAR part 28).

The prospective contractors must provide its most current, complete comparative financial statement.

- 1. The financial statement must be prepared in accordance with generally accepted accounting principles and be audited or reviewed by an independent certified public accountant in accordance with standards established by the American Institute of Certified Public Accountants.
- 2. At a minimum, the statement should include a balance sheet, profit and loss statement, statement of cash flows, statement of retained earnings and any notes to the financial statement.
- 3. For partnerships, the last fiscal year end or current financial statement of the partnership and the personal financial statement of each partner will be required.
- 4. For individuals, financial statements that include all of his/her personal and business assets and liabilities will be required.

The Contracting Officer shall examine and revalidate all qualified vendors every seven years to assure continued compliance with the requirements of FAR part 9.

V. Food Defense Requirements

All qualified contractors and subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished products. The plan shall address the following areas, where applicable: (1) food defense plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) controlled access to production and storage areas; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

- A. The food defense plans are audited by AMS. Any nonconformance identified must be addressed in writing to both the Contracting Officer and Auditor. Contact the appropriate AMS Audit and Accreditation Programs for information on food defense audit services. Contacts for each commodity area are found on the AMS website at www.ams.usda.gov/isaap under "Contact Us."
- B. For meat, fish, poultry, and egg products, reference the Food Safety and Inspection Service (FSIS) "Security Guidelines for Food Processors" at the following website: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>. Information for the transportation and distribution of meat, poultry, and egg products is found at the following website: <http://www.fsis.usda.gov/oa/topics/transportguide.htm>.
- C. For fruits, vegetables, shell eggs, and other food products regulated by the Food and Drug Administration (FDA), reference FDA's "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance" dated October, 2007 at the following website: <http://www.fda.gov/Food/FoodDefense/FoodSecurity/default.htm>.

VI. Pre-Award Plant Surveys

- A. After receiving the qualification information, a pre-award plant survey or capability assessment will be conducted to verify that a prospective contractor meets AMS qualification requirements. The pre-award survey/assessment will be conducted by the applicable AMS Program—Livestock, Poultry and Seed or Fruit and Vegetables—to evaluate technical, production, and transportation capabilities, and quality assurance and production control procedures of the vendor.
- B. Specific pre-award plant survey/assessment requirements are referenced in the Supplement and/or Commodity Specification(s) applicable to the commodities the prospective vendor is interested in supplying. These documents can be found on the Commodity Purchasing website at www.ams.usda.gov/commoditypurchasing. For more information, contact the Commodity Procurement Staff at 202-720-4517.

VII. Contractor Approval

Upon successful submission and review of the application package materials, the contractor is added to the Qualified Bidders List, given a WBSCM Corporate Vendor Administrator role and a Vendor Offeror role, and is ready to submit bids on AMS solicitations.

A prospective contractor is encouraged to submit the application package as soon as possible to allow ample time for the processes of approval and subsequent WBSCM registration prior to the closing date for the targeted solicitation. A checklist (Exhibit 1) is provided to assist the applicant with submission of a complete package. Provide all of the documents outlined in the Vendor Qualifications Requirements (PDF) document to our Small Business Coordinator via email to Dianna.Price@ams.usda.gov.

Questions regarding this process may be directed to Ms. Price. Except as provided in FAR Part 24.2 (the "Freedom of Information Act") qualification information, including the pre-award survey reports, accumulated for purposes of determining the responsibility of a prospective contractor shall not be released or disclosed outside the government. All information provided will be kept confidential to the extent permitted by law.

Under penalty of perjury, each qualification package must be submitted and signed by an individual who has the legal authority to contractually bind a prospective contractor on whose behalf that information package is submitted. If any information provided by a prospective contractor becomes inaccurate, a prospective contractor must immediately notify the contracting officer and provide updated and accurate information in writing. AMS reserves the right to waive minor irregularities and omissions in the information obtained in the qualification package submitted

Print the following checklist and submit along with the completed application package.

Questions regarding vendor qualifications and approval should be directed to Ms. Dianna Price at 202-720-4237.

• System for Award Management (SAM) www.sam.gov	
• Business Status. As indicated in SAM, business status is one of the following:	
○ Large Business	
○ Small Business	
○ Small Disadvantaged Business	
○ Women-Owned Business	
○ Veteran-Owned Business	
○ Service-Disabled Veteran-Owned Business	
○ HUBZone Business	
○ 8(a) Small Business Development Concern	
• Completed WBSCM Vendor Registration Form	
• Company Letter - certifying capability to perform	
• Three (3) Letters of Reference from customers your company sold the same or similar products to	
• Business Type. Check one: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Non-manufacturer	
• Check one or more as applicable. <input type="checkbox"/> Grower <input type="checkbox"/> Grower/Packer/Shipper <input type="checkbox"/> Processor <input type="checkbox"/> Distributor/Wholesaler <input type="checkbox"/> Broker	
• Non-manufacturer SDVOSBs or 8(a)s <u>ONLY</u>, the following requirements apply:	
○ Letter from manufacturer/supplier stating it is willing to provide product that meets the USDA commodity specifications	
○ Complaint and dispute resolution proposal	
• Current Dun and Bradstreet Report (<u>Business Information Report</u>)	
• Most Recent Financial Statements	

E) SOLICITATION PROVISIONS

1) FAR 52.212-1, Instructions to Offerors – Commercial Items (APR 2014)

The offeror shall submit proposals in four parts: Part 1 - Technical Information, Part 2 - Management and Workforce Practices and Policies, Part 3 – Past Performance, and Part 4 - Price. The format for each proposal part is described below. Offerors shall submit all four parts to be eligible for award. Each part should be separate and complete within itself.

Offerors may submit more than one proposal; however offerors should clearly differentiate proposals from each other by providing separate technical information and pricing.

Note: All parts must be submitted via WBSCM as a PDF attachment.

Proposal Part 1: - Technical Information

The cover page of the Technical Information Proposal should include the following:

1. Identify submission as a technical information proposal.
STATE: Technical Information Proposal for Solicitation 2000003254, Shelf-Stable Chicken, Product 1 and/or 2.
2. Name and complete physical address of offeror including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
3. Name and complete address of (a) processing plant(s) and (b) shipping point(s). If a shipping point is the same as the processing point, state “Same”.
4. Name and complete address of office to receive delivery orders including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
5. Signature and title of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative of the contractor authorized to sign.

Subsequent pages should be numbered and must include the following:

6. The offeror must provide a detailed description of how they will comply and implement the requirements set forth in Exhibit 6 – Minimum Information Required in Quality Control Plan Program and the IDR (see Exhibit 1 – IDR) “In Accordance With” or “Same as Item Description and Requirement (IDR)” or similar statements/descriptions used to describe criteria within the technical information proposal will not be accepted. At a minimum, the proposal should include:
 - a. A description of the processing steps that they plan to implement to assure that the Shelf-Stable Chicken purchased by AMS meets all the requirements set forth in the IDR including the domestic origin requirement in this solicitation.

- b. Identify the individual responsible for quality assurance. Describe all the quality assurance methods used to verify conformance to all requirements (including the required quality control program for bone removal). This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS agents upon request.
- c. Identify all corrective actions to be taken if deviations from contractual and Item Description and Requirements (IDR) occur during production, and all preventative actions to be taken to preclude reoccurrence.
- d. Identify if product offered is produced from either mature chicken weighing 4.00 pounds (1.81 kg) or more per carcass, without neck and giblets (AMS 70.201(f)), or broiler chickens (AMS 70.201 (c)).
- e. Offerors shall also include the following information in their proposal:
 - (1) The number of ounces of meat per pouch/can.
 - (2) Drain weight per pouch/can
 - (3) The proposed pouch/can weight (can range from 10 to 16 ounces)
 - (4) Number of pouches/can per case
 - (5) Number of cases per truck
- f. Describe shipping procedures, to include packaging and packing, labeling, the size and style of primary packaging, shipping containers to be used, and product temperature control during shipment. (See IDR Sections B(2), B (3), C and D)
- g. Describe the steps to be taken to address any complaints received regarding the product. (See IDR Section E.2)
- h. Identify procedures to assure identification, segregation, and disposition of nonconforming product.
- i. If the offeror intends to use one or more plants or facilities located at a different address from the address indicated in their WBSCM offer, the offeror shall list all the processing plants and shipping points that it intends to use and upload them in PDF format as an attachment in WBSCM. If the offeror doesn't submit any additional plants, all products ordered must come from the primary plant identified by the offeror in their WBSCM offer.

Proposal Part 2– Management and Workforce Practices and Policies

Offerors should describe management strategies and control procedures to be used in achieving performance under the contract, such as the management of any subcontractors, strategies to manage risk, and management support and participation in implementation of procedures; specific technical skills to be employed on a full-time, part-time, interim, or temporary basis; plans for initial and on-going training of contractor and subcontractor personnel to ensure tendering of supplies that meet contract requirements; plans for on-going coordination of

security clearances, whenever applicable; and the efficacy of policies and procedures in place for the recruitment, development, and retention of a safe, qualified, and diverse workforce.

Proposal Part 3 – Past Performance

Each offeror should provide three (3) written past performance references for similar contract/orders completed within the past 3 years (or contracts/orders which are currently being completed) using the attached **EXHIBIT 5 – PAST PERFORMANCE REFERENCE INFORMATION** form.

Proposal Part 4 – Price

Offerors shall propose pricing information as specified in Section B.1., the schedule.

Constraints: Offerors should also indicate the maximum amount of product they are capable of producing under any contract awarded as a result of this solicitation during any month. This limitation will be an award consideration if the maximum amount of product the offeror is capable of producing during the identified delivery periods is less than the sum of all product proposed by the Offeror.

QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Wednesday, April 8, 2015 via email, to Greta.Samuel@ams.usda.gov with “Questions concerning Solicitation 2000003254, Shelf-Stable Chicken” in the subject line. AMS will accept and make every attempt to answer questions that are submitted after this date and prior to the due date of the solicitation. However, AMS cannot guarantee that we will be able to answer untimely questions. Answers to questions will be issued in writing via an amendment to the solicitation.

INDUSTRY CONFERENCE CALL regarding this RFP will be at 1:00 PM Central Time on Thursday, April 9, 2015. The conference call will include an overview of the RFP and provide answers to previously submitted questions.

Call in Number: 1-888-844-9904

Access Code: 1801764#

OFFER DUE DATE: Proposals are due no later than 01:00 pm Central Time, Monday, April 20, 2015.

SUBMISSION OF OFFERS:

A Proposal Submission Checklist has been included on page 4 of this document to assist Offerors in ensuring all submission requirements are met.

Offers will submit the following by the Offer Due Date and Time:

- A complete and signed copy of Form SF1449 (See Section A) uploaded in portable document file format (PDF) in WBSCM;

- Acknowledgement of all amendments issued as specified in Block 11 of the amendment form (SF-30), uploaded in PDF format into WBSCM;
- Proposal Part 1 – Technical Information, uploaded in PDF format into WBSCM;
- Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM;
- Proposal Part 3 – Past Performance Information, uploaded in PDF format into WBSCM;
- Proposal Part 4, Prices and a Constraint Document uploaded in PDF format into WBSCM.

The required subcontracting plan shall be submitted by large firms within 30 days of contract award.

Contract Award

Award(s) documents will be available on the Vendors Supplier Self-Service Page in WBSCM by the date specified in the Solicitation. A notice of award will be issued in the form of a Product Commodity Award (PCA) Report or other public notice.

After award information is posted, inquiries may be made to the Contracting Officer.

Award(s), as specified above, will result in a binding contract without further action by either party. Information on awards is also available electronically through the commodity procurement website at <http://www.ams.usda.gov> under the “Commodity Purchasing” link after award and the PCA report posted on the WBSCM Public Procurement Page.

2) FAR 52.212-2, Evaluation – Commercial Items (JAN 1999):

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Proposal Part 1: Technical Information (See **EXHIBIT 1 & 6**)

Factor 1: Processes

- Subfactor 1: Processing
- Subfactor 2: Raw Materials
- Subfactor 3: Packing and Packaging
- Subfactor 4: Storage and Handling

Factor 2: Quality Assurance

- Subfactor 1: Responsible Personnel
- Subfactor 2: Monitoring Procedures and Records
- Subfactor 3: Warranties and Complaint Resolution

Proposal Part 2: Management Workforce Practices and Policies

Factor 1 Management Workforce Practices and Policies Approach – Offeror's ability to develop and maintain a safe, effective, and diverse workforce, including recruitment, retention and development of such a workforce recruitment.

Proposal Part 3: Past Performance

Under the Past Performance factor, the Performance Risk Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. In evaluating past performance, information in the offeror's proposal, information from customers provided as references (references will be contacted to discuss offeror's performance), Governmental records, and information available through other sources may be considered. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs.

Factor 1: Quality of Product

Factor 2: Timeliness of Performance

Factor 3: Business Relations/Problem Resolution

Proposal Part 4: Price

Pricing will be evaluated based on the price per can/pouch. Pricing will be evaluated for award on a regional basis. The constraints documents will be used to determine the size and number of regions each offeror will be eligible to be awarded.

The evaluation factors are listed in descending order of importance as follows:

- 1) Technical Information
- 2) Past Performance
- 3) Management Workforce Practices and Policies
- 4) Price

Technical Information, Past Performance, and Management Workforce Practices and Policies, when combined are significantly more important than price.

(b) *Reserved.*

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Basis for Award: The Government may make award without discussions; therefore, the offeror's initial offer should contain their best pricing. Award will be based on best value using the trade-off process considering the evaluation factors listed above. Best value may be determined using tradeoffs among the evaluation factors, so the award may be made to other than the lowest-priced or highest technically rated proposal. Please note that all offers which fail to furnish required proposal information or reject the terms and conditions of the solicitation may be excluded from consideration for award.

Adjectival Ratings

The following adjectival ratings will be used to evaluate the offeror's Technical Information Proposal

TECHNICAL EVALUATION RATINGS	
OUTSTANDING	Technical Information Proposal <ul style="list-style-type: none"> - The offeror clearly defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR) and Exhibit 6. It is obvious that the offeror has significant expertise in producing the required product and will meet all contract requirements.
SUPERIOR	Technical Information Proposal <ul style="list-style-type: none"> - The offeror almost always defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR) and Exhibit 6. The offeror has expertise in producing the required product and will meet all contract requirements.
SATISFACTORY	Technical Information Proposal <ul style="list-style-type: none"> - The offeror minimally defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR) and Exhibit 6. The offeror could produce the required product that meets the minimum Item Description and Requirements (IDR) if the defined and described steps are followed.
MARGINAL	Technical Information Proposal <ul style="list-style-type: none"> - The offeror failed to completely define and describe the processes to meet the requirements set forth in the Item Description and Requirement (IDR) and Exhibit 6. It is highly probable the offeror could not produce an acceptable product based upon the information provided.
UNACCEPTABLE	Technical Information Proposal <ul style="list-style-type: none"> - The offeror failed to define and describe the processes to meet the requirements set forth in the Item Description and Requirement (IDR) and Exhibit 6. The offeror cannot produce the product to meet contract requirements based upon the information provided.

The following adjectival ratings will be used to evaluate the offeror's Management and Workforce Practices and Policies.

MANAGEMENT AND WORKFORCE PRACTICES AND POLICIES EVALUATION RATINGS		
Factor 1	Acceptable	The offeror's management approach addressed the details listed.
	Not Acceptable	The offeror's management approach did not address the details listed.

The following adjectival ratings will be used to evaluate the offerors Past Performance

PAST PERFORMANCE RISK EVALUATION RATINGS	
Low Risk L	Little doubt exists that the offeror will successfully perform the required effort based on the offeror's past performance record.
Moderate Risk M	Some doubt exists that the offeror can successfully perform the required effort based on the offeror's past performance record.
High Risk H	Significant doubt exists that the offeror will successfully perform the required effort based on the offeror's past performance record.
Unknown Risk UK	Offeror is without a record of relevant past performance or past performance information is not available. The rating shall be characterized as neutral.

3) System for Award Management (SAM)

Prospective Contractors shall be registered in the SAM database prior to award of a contract as prescribed in FAR Parts 4.1102 and 4.1103. The SAM database can be accessed at <https://www.sam.gov>.

4) 52.215-6 Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal.

(b) If offeror or respondent intends to use one or more plants or facilities located at a different address from the address indicated in this proposal, the offeror shall list all the processing plants and shipping points that it intends to use in this proposal. The processing plants and shipping points to be used shall be in compliance with the food defense audit required under Section C – Food Defense Requirements of this solicitation.

5) FAR 52.216-1, Type of Contract (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity, Firm-Fixed-Price contract resulting from this solicitation.

6) FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (MAR 2015):

An offeror shall complete the following paragraphs of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete paragraphs (c) through (o) of this provision. Offeror's can access this provision at <http://www.acquisition.gov>.

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

7) AGAR 452.209-70, Representation by Corporations Regarding Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (Feb 2012):

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has [], has not [] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)